## SUPPLEMENTAL LEASE AGREEMENT SUPPLEMENTAL LEASE AGREEMENT NO. TO LEASE NO. 34 GS-06P-20039 PEB 0 5 2010 1 of 2 ADDRESS OF PREMISES Meritex Lenexa Executive Park, 17501 W. 98<sup>th</sup> St., #31-50, Lenexa, KS 66219-1735

THIS AGREEMENT, made and entered into this date by and between Meritex, Inc.

whose address is 17501 W. 98<sup>th</sup> St. #26-32 Lenexa, KS 66219-1735

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

**NOW THEREFORE**, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective as follows:

This Supplemental Lease Agreement (SLA) number 34 establishes the acceptance and occupancy date of 55,000 square feet of warehouse and related space and amends the Tenant Improvement Allowance associated with the buildout.

- Effective December 15, 2009, in accordance with Paragraph 2 of SLA 33 of the Lease, 48,000 square feet of warehouse space, 5, 000 square feet of for a Truck Dock and Receiving Area 4, and 2,000 square feet of office space (Stack Room 15) is accepted by the Government.
  - As a result of this expansion, the Government agrees to pay the lessor \$194,700.00 per annum (\$3.00 for shell and \$0.54 operating), for a new total annual rent of \$2,608,495.00. The Government now occupies a maximum of 736,863 USF, in accordance with Paragraph 8 of the lease and Paragraph 7 of SLA Number 20.
- 2. Effective February 15, 2013, the rental will increase to \$2,792,710.77 (\$3.25 for shell and \$0.54 for operating) for 736,863 ANSI/BOMA Office Area square feet of office and warehouse space.
- 3. All rates herein exclude escalations to date. The base year for operating adjustments remains February 15, 2009 and the next adjustment will occur in February 2010.

**SEE ATTACHED SHEET 2A** 

Prescribed by GSA - FPR (41 CFR) 1-16.601

All other terms and conditions of the Lease shall remain in full force and affect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNAT	NAME OF SIGNER Thomas F. Hotovec
24 University Av	e. NE, Ste 200. Minneapolis. MN 55413
IN THE PRE:	NAME OF SIGNER  Keith W. Baker
1	LIMITED STATES OF AMERICA
	NAME OF SIGNER  Matthew W. Helmering  OFFICIAL TITLE OF SIGNER  Leasing Contracting Officer
	GSA Form 276 (REV. 12/2006

4. Additionally, the Government shall pay the Lessor lump sum in the amount of \$82,841.00 for improvements associated with initial build out of Stack Room 15. Upon completion, inspection, and acceptance of the improvements by the Government and upon receipt of the Lessor's itemized invoice, payment will made in accordance with the Prompt Payment Act.

An invoice for payment must be submitted as follows:

Original Invoice:

General Services Administration

Finance Division (7BCPL)

P.O. Box 17181

Ft. Worth, TX 76102-0181 Telephone (817) 334-2397

Copy To:

General Services Administration

**Emily Syrett** 

Realty Services Division (6PRW)

1500 E. Bannister Road Kansas City, MO 64131-3088

A proper invoice must include:

- PDN # PS0015232

- Name of the Lessor shown on the lease and invoice date.
- Lease contract number, supplemental lease agreement number and building address
- Description, price, and quantity of property and services actually delivered or rendered.

If the invoice is not submitted on company letterhead, it must be signed by the person(s) with whom the lease contract is made.

5. The Lessor waives restoration for the alterations necessary under this SLA.

nitials: & ### & ### Lessor Government

Sheet 2A GS-06P-20039 SLA #34